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GUARANTY FOR BITUMINOUS ROOFING

WHEREAS, _____, a corporation whose address is _____, hereinafter called the Manufacturer, has manufactured and sold, pursuant to the specifications and inspection, the necessary roofing materials to construct a

_____ roof of approximately _____ squares, and associated roof flashing of approximately _____ linear feet on the building described below:

OWNER:

DPW PROJECT NO:

BUILDING:

LOCATION:

DATE OF COMPLETION OF ROOFING: _____ 2007,

BY: _____ (ROOFER)
_____ (ADDRESS)

ROOFING SPECIFICATION:

MANUFACTURER'S GUARANTEE NO:

AND WHEREAS, said roof is in accordance with the final roof plan attached hereto;

AND WHEREAS, by careful examination of said roof by the Manufacturer's representative, it has been determined that roofing materials have been applied in conformance with Manufacturer's specifications;

AND WHEREAS, Manufacturer represents and wishes to guarantee, subject to the limits stated herein, that its roofing when so applied is effectively watertight for a period of twenty (20) years despite normal wear and tear by the elements, as well as guaranteeing it against defects in workmanship or materials;

NOW THEREFORE, said Manufacturer guarantees to the said Owner that, as set forth below, during a period of twenty (20) years from the date of substantial completion of said built-up roofing described above, Manufacturer will at its own expense, make or cause to be made, any repairs that may be necessary, as a result of defects in workmanship or materials supplied by the Manufacturer or of normal wear and tear by the elements, and will maintain said roof in water tight condition free from all leaks arising from such causes. For purposes of this Guaranty, damage to the roof caused by hurricanes, lightning, tornadoes, wind, hailstorms or other unusual natural phenomena shall not be deemed to be "normal wear and tear by the elements".

INCLUSIONS: This Guaranty does cover, and manufacturer shall be liable for the following:

1. Leaks due to metal flashings, gravel stops, pitch pockets, lead flashings, bituminous (or other) flashings furnished by the Manufacturer or incorporated into the roof membrane assembly and such damage as may result from applications of these materials (except for leaks related to improper maintenance);
2. Vapor barriers, insulation and substrate materials furnished by the Manufacturer or approved to be incorporated into the roof membrane assembly and such damage as may result from application of these materials.

EXCLUSIONS: This Guaranty does not cover, and Manufacturer shall not be liable for the following:

1. Metal work including metal counter flashings not a part of the roof membrane system and such damage as may result from application of these materials;
2. Any damage to the roof caused by structural defect in, or failure of, the building or defects in, or failure of, any roof deck, or other sheathing material, used as the base over which the roof and roof insulation is applied;
3. Any damage to the building or contents thereof;
4. Damage to the roof due to mechanical abrasion or abuse not caused by the Manufacturer;
5. Damage due to lack of proper drainage (water standing in excess of a 24 hour period);
6. Unauthorized alterations to roofing system;
7. Change in building usage without prior notification of Manufacturer;
8. Water entry from causes other than roof leaks;

9. Tie-ins to existing roof construction.

INSPECTION AND REPAIR: Upon written notice by Owner to Manufacturer of need of repair of roof, the Manufacturer shall inspect the roof. Following such inspection:

1. Manufacturer, at its own expense and regardless of cost, shall make such repairs as are required by the Guaranty.
2. In case Owner or his agent has notified Manufacturer in writing that repairs are required and such repairs are not covered by the Guaranty (including repairs required by Owner's alteration, extension or addition to the roof) Manufacturer, after having obtained Owner's consent thereto, in writing, shall make or cause to be made, such repairs at Owner's expense in accordance with specifications and procedures as established by Manufacturer and this Guaranty shall thereupon remain in effect for the un-expired portion of its original term. If Owner fails to so consent or if repairs are made by one other than the Manufacturer or Manufacturers designee, this Guaranty with respect to such area shall be automatically terminated.
3. In the event the (1) Owner notifies Manufacturer and has confirmed in writing the need of repair of roof and (2) Manufacturer is unable to promptly inspect and repair same, and (3) an emergency condition exists which requires prompt repair in order to avoid substantial damage to Owner, then Owner may make such temporary repairs as may be essential and any such action shall not be a breach of the provision of this Guaranty.

INSPECTION SERVICE: Manufacturer agrees to re-inspect the completed roof not earlier than 22 months after completion of the roofing, and if it is determined that there are defects in the roofing, then Manufacturer shall make, or cause to be made at its own expense, such repairs as are necessary to remedy said defects within the scope of its responsibility under the terms of this Guaranty.

IN WITNESS WHEREOF, Manufacturer has caused this instrument to be signed and sealed by its duly authorized officer this _____ day of _____, 2007

BY: _____

TITLE: _____

CORPORATION: _____

SEAL:

Tim Mason, Administrator
Division of Public Works